

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: § **Chapter 11**
TALEN ENERGY SUPPLY, LLC, *et al.*, § **Case No. 22-90054 (MI)**
Debtors.¹ § **(Jointly Administered)**

**NOTICE OF EFFECTIVE DATE OF JOINT CHAPTER 11 PLAN OF
TALEN ENERGY SUPPLY, LLC AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that, on December 15, 2022, the Honorable Marvin Isgur, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), entered the *Findings of Fact, Conclusions of Law, and Order Confirming Joint Chapter 11 Plan of Talen Energy Supply, LLC and Its Affiliated Debtors* [Docket No. 1760] (the “**Confirmation Order**”)² confirming the *Joint Chapter 11 Plan of Talen Energy Supply, LLC and Its Affiliated Debtors*, dated December 14, 2022 [Docket No. 1722] (as supplemented, the “**Plan**”).³

PLEASE TAKE FURTHER NOTICE that, on May 17, 2023, all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article IX of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, May 17, 2023 is the Effective Date of the Plan. As of the Effective Date, the injunction set forth in Article VIII.F of the Plan is now in place.

PLEASE TAKE FURTHER NOTICE that, in accordance with Article V.B of the Plan, on the Effective Date, except as otherwise provided in the Plan, all Executory Contracts required to be assumed pursuant to the RSA (including management employment agreements) and all Executory Contracts or Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Reorganized Debtor, other than (i) those that are identified on the Rejection Schedule; (ii) those that have been previously rejected by a Final Order; (iii) those that have been previously assumed or assumed and assigned by a Final Order; (iv) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that was pending on the Confirmation Date; and (v) those which the Debtors have, as of the Confirmation Date, received authority to reject pursuant to an order of the Bankruptcy Court and which the effective date of

¹ A complete list of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' Claims and Noticing Agent at <https://cases.ra.kroll.com/talenenergy>. The Debtors' primary mailing address is 1780 Hughes Landing Boulevard, Suite 800, The Woodlands, Texas 77380.

² On December 20, 2022, the Bankruptcy Court issued an amended Confirmation Order at Docket No. 1760, solely to delete the word “proposed” from the title.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

such rejection is after the Effective Date; provided, that, notwithstanding the foregoing, no Executory Contract or Unexpired Lease will be deemed assumed if (a) the counterparty to such Executory Contract or Unexpired Lease did not receive a Cure Notice and (b) the amount of the Cure Claim associated with such Executory Contract or Unexpired Lease exceeds \$5 million.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by Kroll Restructuring Administration LLC at <https://cases.ra.kroll.com/talenenergy/Home-Index>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov/>. Please note that a PACER password and login are required to access documents via PACER.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Supplement, and the Confirmation Order are effective and enforceable and shall bind the Post-Effective Date Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring, or receiving property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, releases (including, without limitation, the releases set forth in Article VIII.C and D of the Plan), waivers, discharges, exculpations, and injunctions set forth in the Plan are effective and binding on any Person or entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

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Dated: May 17, 2023
Houston, Texas

/s/ Gabriel A. Morgan

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*Attorneys for Debtors
and Debtors in Possession*

[Signature Page to Notice of Effective Date]

Certificate of Service

I hereby certify that on May 17, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' claims, noticing, and solicitation agent.

/s/ *Gabriel A. Morgan*
Gabriel A. Morgan